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8 Attorneys for Defendants
9 CPL HOLDINGS, LLC, LOWERMYBILLS,
INC., STEVE KRENZER, AND MITCHELL
10 VINER

11 **UNITED STATES DISTRICT COURT**
12 **CENTRAL DISTRICT OF CALIFORNIA**
13 **WESTERN DIVISION**

14 SUE RODGRIGUEZ, DEBORAH
15 SUMLIN, LAURIE AMAGAN,
TAALIBA WARDEN, NICK
16 NICHOLS, STEED ROLLINS, DEBBI
HOUSTON, COURTNEY DUSSEAU,
VITO ANDRISANI, RUTH
17 GABAUER, MIRANDA TAYLOR,
ANTHONY ANNESKI, LORI
18 JOACHIM, Individually and on behalf
19 of all persons similarly situated,

20 Plaintiffs,

21 v.

22 EXPERIAN SERVICES CORP.,
23 EXPERIAN INFORMATION
SOLUTIONS, INC., EXPERIAN
24 HOLDINGS, INC., CPL HOLDINGS,
LLC, LOWERMYBILLS, INC.,
25 STEPHEN BRIAN HEYMANN,
STEVE KRENZER, MITCHELL
26 VINER, and DOES 1-20,

27
28 Defendants.

Case No. 2:15-cv-03553-R-MRW

Assigned to Hon. Manuel L. Real

**DECLARATION OF MITCHELL
VINER IN SUPPORT OF THE
MOTION TO COMPEL
ARBITRATION OF
DEFENDANTS CPL HOLDINGS,
LLC, LOWERMYBILLS, INC.,
STEVE KRENZER, AND
MITCHELL VINER**

Date: October 5, 2015

Time: 10:00 a.m.

Place: Dept. 8

Complaint Filed: May 12, 2015

Complaint Served: August 14, 2015

DECLARATION OF MITCHELL Viner

I, Mitchell Viner, declare and state:

3 1. I am General Counsel of CPL Holdings, LLC, which is the parent
4 company to LowerMyBills, Inc. (“LowerMybills”). I have held this position since
5 October 22, 2012. I make this Declaration in support of the concurrently filed
6 Motion to Compel Arbitration of CPL Holdings, LLC, LowerMyBills, Steve
7 Krenzer, and Mitchell Viner. In this Declaration, I shall refer to these parties,
8 collectively, as the “LowerMyBills Defendants.” The facts set forth in this
9 Declaration are of my own personal knowledge, and if called as a witness, I could
10 and would testify competently as to their truth.

11 2. LowerMyBills is a free online referral service for consumers seeking
12 debt relief and other assistance. LowerMyBills refers consumers that seek debt
13 relief services—namely, the consolidation and, in some cases, reduction of
14 consumer debt—to providers of such services based on the provider's written
15 warranties and representations and pre-selected consumer search criteria.
16 In practice, when a consumer voluntarily visits LowerMyBills's website seeking
17 debt relief services, the consumer is asked to provide a zip code, age, level of debt,
18 and other information. LowerMyBills, in turn, refers the consumer to one or more
19 debt relief service providers that previously purchased such consumer referrals
20 matching a set of criteria (*e.g.*, referrals of consumers of a given age, location,
21 level of debt).

22 3. LowerMyBills accomplishes this by presenting the consumer with
23 links to providers and providing a consumer’s contact information to providers.
24 LowerMyBills thus refers consumers seeking debt relief services to debt relief
25 service providers—that is, those providers who warrant, and contractually
26 represent, that they are compliant with applicable law. When presented with one or
27 more providers, the consumer is then free to contact a provider, to engage a
28 provider that reaches out to the consumer, or to ignore the referrals altogether.

1 The consumer is at all times made aware, through the text of every relevant page of
 2 LowerMyBills's website, that LowerMyBills's service is a third-party referral
 3 service, and that his or her data will be shared with a third party provider.

4 4. LowerMyBills does not play any role in providing debt relief services
 5 to consumers, or any role at all with respect to a given consumer after referring that
 6 consumer to one or more debt relief service providers. Further, the LowerMyBills
 7 website states that any correspondence and/or business dealings between the
 8 consumer and the third-party provider is solely between the consumer and that
 9 third party.

10 5. In this lawsuit, plaintiffs allege that, from July 2008 through
 11 October 2012, they navigated to the LowerMyBills website looking for debt relief
 12 service providers. They allege that they "input" their personal information into the
 13 LowerMyBills website, and entered into an "agreement" with
 14 "LowerMyBills.com." Thereafter, plaintiffs allege that LowerMyBills generated
 15 "leads" and then sold those leads to debt relief service providers, after which
 16 plaintiffs hired one such debt relief service provider—Credit Alliance Group,
 17 Inc.—which plaintiffs allege subsequently defrauded them. Plaintiffs have sued
 18 LowerMyBills, its parent company CPL Holdings, LLC, myself, and Steve Krenzer
 19 (the CEO of CPL Holdings, LLC).

20 6. As General Counsel for CPL Holdings, LLC, I am familiar with the
 21 LowerMyBills website, its information entry procedures, its Terms of Use, and its
 22 Privacy Policy. To prepare this Declaration, I considered the LowerMyBills
 23 website as it existed from July 2008 through October 2012, and reviewed
 24 screenshots that would have been presented to plaintiffs when they navigated to the
 25 LowerMyBills website, as well as the information available on the website's
 26 information entry process. At all relevant times, the LowerMyBills Terms of Use
 27 appeared as a hyperlink at the bottom of every page of the LowerMyBills website,
 28 including during the information entry process. Moreover, at all relevant times,

1 users of the LowerMyBills service had to click a button indicating that they agreed
 2 to be bound by the LowerMyBills Terms of Use and Privacy Policy:

3 **You Are 90 Seconds Away From Better Results!**

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Total Debt Amount	\$20,000 - \$30,000
Your Title	<input type="button" value="Select One"/>
Your Age	<input type="button" value="Select One"/>
First Name	<input type="text"/>
Last Name	<input type="text"/>
Email Address	<input type="text"/>
Phone Numbers	Home <input type="text"/> (<input type="text"/>) <input type="text"/> - <input type="text"/> Work/Cell <input type="text"/> <input type="text"/> <input type="text"/>

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11 **Click to See Your FREE Results**

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15 By clicking the button above you agree to be matched with up to 4 professional financial agencies and for them to contact you even if your telephone
 16 number is on a corporate, state, or the National Do Not Call Registry, and you agree to our [Terms of Use](#) and [Privacy Policy](#).

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19 About Us . Site Map . Press . Careers . Affiliates . Partners . For Lenders . For Debt Partners . Unsubscribe . Home
 Terms of Use . Privacy . Licenses & Disclosures . Ad Targeting Policy

20 © 2000-2011 LowerMyBills, Inc. All Rights Reserved. Patent Pending. 4859 VW Slauson Ave #405, Los Angeles, CA 90056

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Hyperlinks to the Terms of Use and Privacy Policy appeared on the same screen as the disclosure and acknowledgment and the “Click to See Your FREE Results!” button.

7. The exact language of the disclosure and acknowledgment (pictured above) varied slightly from July 2008 through October 2012. But at all times, the disclosure and acknowledgment stated: “By clicking the button above . . . you agree to our Terms of Use and Privacy Policy.” Furthermore, at all relevant times:

1 (a) the “Terms of Use” and the “Privacy Policy” were accessible through hyperlinks
 2 that were underlined and appeared in blue text, as compared to the surrounding
 3 language that appeared in grey text; (b) the hyperlinks linked to the full text of the
 4 Terms of Use and the Privacy Policy; and (c) the disclosure and acknowledgment
 5 was visible without scrolling and in Arial size 9 font. The documents I attach as
 6 Exhibit 1 to this Declaration are true and correct copies of screenshots that would
 7 have appeared to plaintiffs when they accessed the LowerMyBills website.

8 8. From July 2008 through October 2012, every version of the
 9 LowerMyBills Terms of Use had a mandatory arbitration clause, which required
 10 that all disputes between LowerMyBills and plaintiffs relating to the LowerMyBills
 11 services be resolved through binding arbitration. I attach as Exhibit 2 to this
 12 Declaration a true and correct copy of the Terms of Use applicable from July 2008
 13 through August 25, 2008. I attach as Exhibit 3 to this Declaration a true and
 14 correct copy of the Terms of Use applicable from August 25, 2008 through
 15 January 4, 2010. I attach as Exhibit 4 to this Declaration a true and correct copy of
 16 the Terms of Use applicable from January 4, 2010 through March 28, 2012.
 17 I attach as Exhibit 5 to this Declaration a true and correct copy of the Terms of Use
 18 applicable from March 28, 2012 to October 2012.

19 9. Although the earlier versions of the LowerMyBills Terms of Use did
 20 not have an express class action waiver, it was never LowerMyBills’s intention to
 21 have class arbitration. LowerMyBills has never engaged in class arbitration, and
 22 does not consent to it now. After the United States Supreme Court decided
 23 *AT&T Mobility LLC v. Concepcion*, 563 U.S. 333 (2011), LowerMyBills updated
 24 its Terms of Use to expressly make that clear.

25 ///
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1 I declare, under penalty of perjury, under the laws of the United States of
2 America, that the foregoing is true and correct. Dated this 3rd day of September,
3 2015, in Santa Monica, California.

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Mitchell Viner

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